

INTERGOVERNMENTAL AGREEMENT NO. _____

BETWEEN
GILA COUNTY
AND

THIS AGREEMENT is made and entered into effective this _____ day of _____, 2013, by and between Gila County, hereinafter referred to as "County" and doing business as Buckhead Mesa and Russell Gulch Landfills and the _____ hereinafter referred to as "City/Town/District" doing business as a waste water treatment plant.

RECITALS

WHEREAS, the County's Buckhead Mesa and Russell Gulch Landfills have approval from the Arizona Department of Environmental Quality (ADEQ) to accept wastewater treatment plant sludge hereinafter referred to as "WWTP;" and

WHEREAS, WWTP sludge is an approved solid waste as defined by federal regulations (40 CFR Part 258.2-Definitions); and

WHEREAS, WWTP sludge is defined as any garbage, or refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations, and from community activities, but does not include solid or dissolved materials in domestic sewage, or solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permit under 33 U.S.C. 1342, or source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (68 Stat. 923).

WHEREAS, the CITY/TOWN/DISTRICT is required to dispose of WWTP sludge at an ADEQ approved site; and

WHEREAS, the County is willing to accept WWTP sludge at Buckhead Mesa and Russell Gulch Landfills pursuant to this Intergovernmental Agreement.

SCOPE

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result therefrom, the parties agree as follows:

1. Gila County will accept the sludge at Buckhead Mesa and Russell Gulch Landfills for \$37 per ton upon the condition of meeting ADEQ regulations and testing.
2. CITY/TOWN/DISTRICT agrees and warrants that all WWTP sludge disposed in County landfills will pass the paint filter test (Standard Method SW 846 – 9095B) in order to comply with the liquids restrictions found in 40 CFR Part 258 and three Toxicity Characteristic Leaching

Procedure (TCLP) tests, by Standard Method SW 1311 for the 8 RCRA metals by EPA Method 200.7/SW 6010.

3. The CITY/TOWN/DISTRICT agrees that prior to initial acceptance of WWTP sludge at the Gila County landfills, CITY/TOWN/DISTRICT must submit the results of three Toxicity Characteristic Leaching Procedure (TCLP) tests, by Standard Method SW 1311 for the 8 RCRA metals by EPA Method 200.7/SW 6010 and the paint filter test.
4. The CITY/TOWN/DISTRICT agrees that the County will review the results of all WWTP testing and approve or disapprove the sludge for disposal in Gila County landfills. All WWTP testing samples must be analyzed by a laboratory licensed by the Arizona Department of Health Services.
5. The CITY/TOWN/DISTRICT agrees that subsequent loads of WWTP sludge may be subject to the paint filter test or the TCLP analyses at the discretion of the County. The County has the right to screen any WWTP sludge delivered to the landfill and refuse to accept delivery.
6. The CITY/TOWN/DISTRICT agrees that its WWTP haulers will be required to dispose of their loads at locations as directed by Gila County landfill personnel who have been trained in the handling of WWTP sludge at the landfill.
7. Notices

All notices or demands upon any party to this Agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

CITY/TOWN/DISTRICT

Gila County Board of Supervisors
Attn: Don McDaniel, Jr.
1400 E. Ash Street
Globe, Arizona 85501

GENERAL TERMS

1. Indemnification: **To the extent permitted by law**, the CITY/TOWN/DISTRICT shall indemnify, defend and hold harmless, County, its officers, employees **and** agents, from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault of negligence by the CITY/TOWN/DISTRICT, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Agreement.

To the extent permitted by law the County shall indemnify, defend and hold harmless, CITY/TOWN/DISTRICT, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault of negligence by the County, its agents, employees or anyone under its direction or control or on its behalf in connections with performance of this Agreement.

2. **Duration/Termination:** This Agreement will remain in effect for two calendar years after its execution and may be extended by mutual Agreement of the parties for up to two additional one year terms. Either party may, at any time and without cause, cancel this Agreement by providing 30 days written notice to the other party. The terms of this Agreement shall survive its termination.
3. **Cancellation:** This Agreement may be canceled pursuant to the provisions of A.R.S. §38-511. The parties hereby acknowledge notice of A.R.S. §38-511 which provides for cancellation of contracts for violation of the conflict of interest statute.
4. **Compliance with All Laws:** The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the term of this Agreement shall apply but do not require an amendment.
5. **Entire Agreement:** This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous Agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.
6. **Non-Appropriation:** Notwithstanding any other provision in this Agreement, this Agreement may be terminated if, for any reason, the County or the CITY/TOWN/DISTRICT does not appropriate sufficient monies for the purpose of maintaining this Agreement.
7. **Manner of financing:** Both parties agree to budget for and provide funds to finance their respective obligations under this Agreement.
8. **Partial or complete termination of the Agreement:** the parties agree that upon partial or complete termination of the Agreement, each party shall retain its own property used in this joint undertaking and shall be responsible for disposing of such property in accordance with its own property disposal policies.

IN WITNESS THEREOF, the parties to this Agreement have caused their names to be affixed hereto by their proper offices on the date indicated above.

GILA COUNTY

CITY/TOWN/DISTRICT

Don E. McDaniel, Jr.
County Manager

Name
Title

Approval as to form pursuant to A.R.S. § 11-952(D):

GILA COUNTY

CITY/TOWN/DISTRICT

Bryan B. Chambers
Deputy Attorney Principal

Name
Title